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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM536564

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SECURITY RESOURCES INTERNATIONAL, LLC		08/14/2019	Limited Liability Company: NEVADA

RECEIVING PARTY DATA

Name:	MONROE CAPITAL MANAGEMENT ADVISORS, LLC, AS ADMINISTRATIVE AGENT			
Street Address:	311 S. WACKER DRIVE			
Internal Address:	SUITE 6400			
City:	CHICAGO			
State/Country:	ILLINOIS			
Postal Code:	60606			
Entity Type:	Limited Liability Company: DELAWARE			

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	5517967	
Registration Number:	5517968	· GREEN TEAM · TOTAL SECURITY SOLUTIONS
Registration Number:	5426517	GREEN TEAM TOTAL SECURITY SOLUTIONS
Registration Number:	5114519	INTELLIGUARD 360
Registration Number:	5114522	XPRESSGUARD 360
Registration Number:	3404995	ONE CALLDOES IT ALL!
Registration Number:	3244588	GOT SECURITY?
Registration Number:	2763905	XPRESSGUARD
Registration Number:	4398587	SECURITY MANAGEMENT RESOURCES
Registration Number:	2586824	SECURITY MANAGEMENT RESOURCES, INC.

CORRESPONDENCE DATA

Fax Number: 3129021061

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 312-577-8208

Email: alana.hernandez@kattenlaw.com

Correspondent Name: ALANA HERNANDEZ C/O KATTEN MUCHIN

TRADEMARK REEL: 006720 FRAME: 0266

900511033

	525 W. MONROE STREET CHICAGO, ILLINOIS 60661		
NAME OF SUBMITTER:	ALANA HERNANDEZ		
SIGNATURE:	/ALANA HERNANDEZ/		
DATE SIGNED:	08/14/2019		
Total Attachments: 5			
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source=Trademark Security Agreement#page2.tif			
source=Trademark Security Agreement#page3.tif			
source=Trademark Security Agreement#page4.tif			
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TRADEMARK SECURITY AGREEMENT

August 14, 2019

THIS TRADEMARK SECURITY AGREEMENT (this "<u>Agreement</u>"), is executed by the undersigned (a "<u>Grantor</u>") for the benefit of MONROE CAPITAL MANAGEMENT ADVISORS, LLC, a Delaware limited liability company, as administrative agent for itself and the Lenders (the "<u>Administrative Agent</u>"), in connection with a Guaranty and Collateral Agreement dated as of February 15, 2019, among Grantors party thereto and Administrative Agent (as amended, restated, supplemented or otherwise modified from time to time, the "<u>Guaranty and Collateral Agreement</u>"). Capitalized terms not otherwise defined in this Agreement are being used in this Agreement as defined in the Guaranty and Collateral Agreement.

Pursuant to the Guaranty and Collateral Agreement, Grantor has granted to Administrative Agent, for itself and the ratable benefit of the Lenders, a security interest in substantially all of its assets, including all of its right, title, and interest in, to, and under all now owned and hereafter acquired trademarks, trademark applications, trademark licenses, and all products and proceeds thereof, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations. Pursuant to the Guaranty and Collateral Agreement, Grantor is required to execute and deliver to Administrative Agent, for itself and the ratable benefit of the Lenders, this Agreement.

In consideration of the mutual agreements set forth herein and in the Credit Agreement and the Guaranty and Collateral Agreement, Grantor does hereby grant to Administrative Agent, for itself and the ratable benefit of the Lenders, a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each Trademark and Trademark application, including, without limitation, each Trademark and Trademark application referred to in <u>Schedule 1</u>, together with any renewals or divisionals thereof and all goodwill associated therewith (though excluding any "intent to use" Trademark application for which a statement of use has not been filed and accepted with the United States Patent and Trademark Office); and
- (2) all products and Proceeds of the foregoing, including, without limitation, any royalties or any claim by Grantor against third parties for past, present or future infringement of any Trademark, including, without limitation, any Trademark referred to in <u>Schedule 1</u> and any Trademark issued pursuant to a Trademark application referred to in <u>Schedule 1</u> (items (1) and (2) being herein collectively referred to as the "<u>Trademark Collateral</u>").

This security interest is granted in conjunction with the security interests granted to Administrative Agent pursuant to the Guaranty and Collateral Agreement and subject to limitations set forth therein and in the Credit Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement and in the Guaranty and Collateral Agreement, the terms and provisions of each of which are incorporated by reference herein as if fully set forth herein.

As used in this Agreement, the capitalized terms "Proceeds" and "Trademarks" are as defined in Guaranty and Collateral Agreement. Those definitions, in relevant part, *mutatis mutandis*, are provided below for convenience only and do not affect the construction of this Agreement, the Credit Agreement, or the Guaranty and Collateral Agreement:

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"<u>Proceeds</u>" means all "proceeds" as such term is defined in Section 9-102(a)(64) of the Uniform Commercial Code as in effect on the Closing Date and from time to time in the State of New York.

"Trademarks" means (a) all trademarks, trade names, corporate names, Grantor's names, business names, fictitious business names, trade styles, service marks, logos, and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith (other than any "intent-to-use" applications), whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto; and (b) the right to obtain all renewals thereof.

[Signature pages follow]

TRADEMARK
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Grantor is signing this Trademark Secuclause.	irity Agreement as of the date stated in the introductory
**	SECURITY RESOURCES INTERNATIONAL, LLC, a Nevada limited highlity company, as Grantor By: Name: Joseph A Malone Title: Vice President
Acknowledged:	
MONROE CAPITAL MANAGEMENT ADVISORS, LLC, as Administrative Agent	
By: Name:	

Grantor is signing this Trademark Security Agreement as of the date stated in the introductory clause.

Ву:		
Name:		
Title:		

MONROE CAPITAL MANAGEMENT ADVISORS, LLC, as Administrative Age

Acknowledged:

By: 1 81

Name: Jalke Silverman Title: Senior Associate

SCHEDULE 1

TRADEMARK COLLATERAL

Mark	Application No.	Application Date	Registration No.	Registration Date	Status of Mark	Owner
Design Only	87693941	11/21/17	5517967	7/17/18	Registered	Security Resources International, LLC
GREEN TEAM TOTAL SECURITY SOLUTIONS	87693969	11/21/17	5517968	7/17/18	Registered	Security Resources International, LLC
GREEN TEAM TOTAL SECURITY SOLUTIONS	87518457	7/6/17	5426517	3/20/18	Registered	Security Resources International, LLC
INTELLIGUARD 360	87051046	5/26/16	5114519	1/3/17	Registered	Security Resources International, LLC
XPRESSGUARD 360	87051090	5/26/16	5114522	1/3/17	Registered	Security Resources International, LLC
ONE CALLDOES IT ALL!	77240778	7/27/07	3404995	4/1/08	Renewed (Registered)	Security Resources International, LLC
GOT SECURITY?	78916894	6/26/06	3244588	5/22/07	Renewed (Registered)	Security Resources International, LLC
XPRESSGUARD	76453988	9/30/02	2763905	9/16/03	Renewed (Registered)	Security Resources International, LLC
SECURITY MANAGEMENT RESOURCES	85-624714	May 14, 2012	4398587	September 10, 2013	Registered	Security Resources International, LLC
SECURITY MANAGEMENT RESOURCES, INC.	76-116247	August 24, 2000	2586824	June 25, 2002	Registered	Security Resources International, LLC

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RECORDED: 08/14/2019